(5) A description of the coverages included under the policy as required by the Contract.

## c. Commercial Automobile Liability

Commercial Automobile Liability covering the use of owned, nonowned, hired, and leased vehicles for total limits actually arranged by the Contractor, but not less than \$1 million Combined Single Limit. Such insurance shall include Contractual Liability coverage. The method of providing evidence of insurance and requirements for additional insureds, primary insurance, notice of cancellation, and Severability-of-Interest shall be the same as required in the Commercial General Liability Section of these terms and conditions.

## d. Professional Liability

The Engineer shall provide Professional Liability Insurance with Contractual Liability coverage included, covering the contractor's liability arising from errors and omissions made directly or indirectly during the execution of this contract and shall provide coverage for the total limits actually arranged by the contractor, but not less than \$5 million, Combined Single Limit. Such policy shall be maintained for not less than three (3) years after the date of final acceptance and completion of the work performed under this contract. Evidence of such insurance shall be in the form of a special endorsement of insurance and shall include a Waiver of Subrogration against the Intermountain Power Agency, the Intermountain Power Service Corporation and the Los Angeles Department of Water and Power, and their officer, agents and employees.

## e. Other Conditions.

- (1) Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a major breach of Contract, upon which IPSC may immediately terminate or suspend the Agreement, or at its option, procure such insurance and submit a claim against Contractor's Performance Bond, deduct the cost thereof, including an administrative charge of two (2) percent, from any monies due the Contractor, or shall be immediately reimbursed by the Contractor for such costs upon demand.
- (2) The Contractor shall be responsible for all subcontractors compliance with these insurance requirements.
- 5. <u>Transportation</u>: All shipments of hazardous materials under this Contract shall be handled in accordance with current U.S. Department of Transportation regulations and other applicable federal, state, and local laws and regulations.
- 6. <u>Safety</u>: The Contractor agrees it is familiar with the risks of injury associated with the work, has reviewed the work to be performed, inspected the job site with an IPSC